

March 18, 2003

Midwest Wireless Holdings, L.L.C.
ATTN: Gary Christoperson
Director, External Relations & Regulatory
2000 Technology Drive, P.O. Box 4069
Mankato, Minnesota 56001-4069

RE: Opt-In to existing Interconnection and Reciprocal Compensation Agreement

Dear Mr. Christoperson,

CenturyTel of Central Wisconsin, LLC, CenturyTel of Fairwater-Brandon-Alto, LLC, CenturyTel of Forestville, LLC, CenturyTel of Larsen-Readfield, LLC, CenturyTel of Monroe County, LLC, CenturyTel of Northern Wisconsin, LLC, CenturyTel of Northwest Wisconsin, LLC, CenturyTel of Southern Wisconsin, LLC, CenturyTel of the Midwest-Kendall, LLC, CenturyTel of the Midwest-Wisconsin, LLC, CenturyTel of Wisconsin, LLC and Telephone USA of Wisconsin, LLC. (referred to as "CenturyTel") has received a request from Midwest Wireless Holdings, L.L.C. ("Midwest") and its affiliates stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), Midwest wishes to adopt the terms of the Interconnection and Reciprocal Compensation Agreement between CenturyTel of Fairwater-Brandon-Alto, LLC, CenturyTel of Forestville, LLC, CenturyTel of Larsen-Readfield, LLC, CenturyTel of Monroe County, LLC, CenturyTel of Northern Wisconsin, LLC, CenturyTel of Northwest Wisconsin, LLC, CenturyTel of Southern Wisconsin, LLC, CenturyTel of the Midwest-Kendall, LLC, CenturyTel of the Midwest-Wisconsin, LLC, and CenturyTel of Wisconsin, LLC and Airadigm Communications ("Airadigm") that was approved by the Public Service Commission of Wisconsin as an effective agreement in the State of Wisconsin in Docket No.05-TI-684 (the "Terms"). This letter shall confirm that Midwest Wireless has a copy of the Terms. Please note the following with respect Midwest Wireless's adoption of the Terms.

By Midwest Wireless countersignature on this letter, Midwest Wireless hereby represent and commit to the following:

1. Except as set forth below, Midwest adopts the Terms of the Airadigm agreement for interconnection with CenturyTel and in applying the Terms, agrees that Midwest shall be substituted in place of Airadigm in the Terms wherever appropriate.
2. Midwest requests that notice to Midwest as may be required under the Terms shall be provided as follows:

Midwest Wireless Holdings, L.L.C.
Attention: Director, External Relations & Regulatory
2000 Technology Drive, P.O. Box 4069
Mankato, Minnesota 56001-4069
Telephone # 507-385-2975 Facsimile # 507-385-2200
Email: gchristopherson@midwestwireless.com

3. Midwest represents and warrants that it is licensed to provide Wireless telecommunications service in the State of Wisconsin, and that its adoption of the Terms will cover services in the State of Wisconsin only.
4. Midwest's adoption of the Airadigm Terms shall become effective upon CenturyTel's filing of this letter with the Public Service Commission of Wisconsin and shall terminate pursuant to the Airadigm Terms.
5. As the Terms are being adopted by Midwest Wireless pursuant to your statutory rights under Section 252(i), CenturyTel does not provide the Terms to Midwest Wireless as either a voluntary or negotiated agreement. The filing and performance by CenturyTel of the Terms does not in any way constitute a waiver by CenturyTel of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyTel of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of Midwest 252(i) election.
6. Pursuant to the FCC's ruling in Implementation of the local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-bound Traffic, CC Docket No. 96-98, CC Docket No. 99-68, (April 27, 2001), local exchange carriers may not, as of May 15, 2001, opt into an existing interconnection agreement with regard to the rates paid for the exchange of ISP-bound traffic. Thus, to the extent that compensation for the exchange of ISP-bound traffic is addressed in the Airadigm agreement, the Parties acknowledge that such compensatory arrangement is not a part of this Adoption Agreement.
7. The Terms shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.
8. CenturyTel reserves the right to deny any Midwest adoption and/or application of the Terms, in whole or in part, at any time:
 - (a) when the costs of providing the Terms to Midwest are greater than the costs of providing it to Midwest Wireless;
 - (b) if the provision of the Terms to Midwest is not technically feasible; and/or to the extent Midwest already has an existing interconnection agreement (or existing 252(i) adoption with CenturyTel and the Terms were approved before the date of approval of the existing interconnection agreement (or the effective date of the existing 252(i) adoption).
9. Should Midwest attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, CenturyTel reserves its rights to seek appropriate legal and/or equitable relief.
10. The Parties acknowledge that CenturyTel is entitled to maintain that it is a rural telephone company (as defined in 47 U.S.C. 153) as provided by 47 U.S.C. 251(f). By entering into this Agreement, CenturyTel is not waiving its right to maintain at some point during the term of this Agreement that it is a rural telephone company entitling it to exemption under 47 U.S.C. 251 (f).
11. The Parties agree to include CenturyTel of Central Wisconsin, LLC and Telephone USA of Wisconsin, LLC. These two CenturyTel Wisconsin Incumbent Local Exchange Companies are not included in the Airadigm agreement in Docket No.05-TI-684.

Please indicate Midwest Wireless agreement to the provisions of this letter by signing this letter on the space provided below and return to Francis J. Runkel, Manager of Carrier Relations, 333 North Front Street, La Crosse, WI 54601.

Sincerely,

CenturyTel of Fairwater-Brandon-Alto, LLC
CenturyTel of Forestville, LLC
CenturyTel of Larsen Readfield, LLC
CenturyTel of Monroe County, LLC
CenturyTel of Northern Wisconsin, LLC
CenturyTel of Northwest Wisconsin, LLC
CenturyTel of Southern Wisconsin, LLC
CenturyTel of the Midwest-Kendall, LLC
CenturyTel of the Midwest- Wisconsin, LLC
CenturyTel of Wisconsin, LLC

Francis J. Runkel
Manager of Carrier Relations

Date signed: _____

Midwest Wireless Holdings, L.L.C.

Director, External Relations & Regulatory

Date signed: _____